

**EXHIBIT B**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

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(Admitted *pro hac vice*)

*ATTORNEYS FOR DEBTOR*

In re:

LTL MANAGEMENT LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**CERTIFICATION OF DANIEL J. MERRETT**

Daniel J. Merrett, under penalty of perjury, certifies as follows:

1. I am a partner with the law firm of Jones Day. I make this certification in accordance with the Local Rules of the United States Bankruptcy Court of New Jersey (the “Local Rules”) regarding the contents of applications for compensation and expenses.

2. I have read the *Final Fee Application of Jones Day for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Counsel to the Debtor*

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

*for the Period from April 5, 2023 Through August 11, 2023 (the “Application”)<sup>2</sup> and the Prior Monthly Fee Applications.*

**Disclosures Pursuant to the U.S. Trustee Guidelines**

3. Pursuant to section C5 of the Guidelines, Jones Day makes the following statements:

Question 1: Did Jones Day agree to any variations from, or alternatives to, Jones Day’s standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the Compensation Period? If so, please explain.

Answer: No.

Question 2: If the fees sought in the Application as compared to the fees budgeted for the Compensation Period are higher by 10% or more, did Jones Day discuss the reasons for the variation with the client?

Answer: Not applicable.

Question 3: Have any of the professionals included in the Application varied their hourly rate based on geographic location of the bankruptcy case?

Answer: No.

Question 4: Does the Application include time or fees related to reviewing or revising time records or preparing, reviewing or revising invoices?

Answer: Except as previously disclosed in the Prior Monthly Fee Applications, this Application does not include any time or fees related to reviewing, revising or preparing invoices.

Question 5: Does the Application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify hours and fees.

Answer: No.

Question 6: Does the Application include any rate increases since Jones Day’s retention in these cases?

Answer: No.

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<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

4. In accordance with 18 U.S.C. § 155 and the Local Rules, neither I nor any employee of Jones Day has entered into any agreement, written or oral, express or implied, with the Debtor, any creditor, or any other party in interest, or any attorney of such person, for the purpose of fixing the amount of any of the fees or other compensation to be allowed out of or paid from the assets of the Debtor.

5. In accordance with section 504 of the Bankruptcy Code, no agreement or understanding exists between me, Jones Day or any employee thereof, on the one hand, and any other person, on the other hand, for the division of such compensation as Jones Day may receive from the Court herein, nor will any division of fees prohibited by section 504 of the Bankruptcy Code be made by me, or any employee of Jones Day.

6. I have reviewed the requirements of the Interim Compensation Order, the Dismissal Order, the Local Rules and the Guidelines, and I believe this Application complies therewith.

Dated: September 7, 2023

/s/ Daniel J. Merrett  
Daniel J. Merrett